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10 Attorneys for Plaintiffs BRUCE CAHILL, GREG CULLEN,
11 SHANE SCOTT, RON FRANCO, and PHARMA PAK, INC.

12 IN THE UNITED STATES DISTRICT COURT
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA
14 SOUTHERN DIVISION

14	BRUCE CAHILL, an individual, et al.,)	CASE NO: 8:16-cv-00686-AG-DFM
15	Plaintiffs,)	
16	-- vs. --)	ORDER RE: STIPULATION TO
17)	FACTS DEEMED ESTABLISHED
18	PAUL PEJMAN EDALAT, an)	
19	individual, et al.,)	TRIAL DATE: July 25, 2017
20	Defendants.)	Place: Courtroom 10D
21)	Honorable Andrew J. Guilford
22)	United States Courthouse
23)	411 West Fourth Street
24)	Santa Ana, CA 92701-4516
25)	
26	AND RELATED CROSS-)	
27	CLAIMS/COUNTERCLAIMS.)	
28)	

1 GOOD CAUSE APPEARING THEREFOR, and the parties having so
2 stipulated, this Court orders as follows:
3

4 All the parties in the case agree that the following facts are admitted,
5 deemed established, and require no proof. This Stipulation may be admitted as
6 Exhibit 267 and its content referred to during the trial as appropriate by counsel.
7

8 **THE FACTS DEEMED ADMITTED ARE:**

- 9
- 10 1. Pharma Pak, Inc. is a California Corporation which came into existence
11 on February 10, 2015.
 - 12 2. The following were the shareholders of Pharma Pak as of March 1, 2016
13 and they paid the following amounts for the following shares of Pharma
14 Pak Stock:

Name of Shareholder and amount paid	Number of Shares	Percentage (%)
Bruce Cahill (amount to be shown at trial)	400.00	36.0
John Crowther \$500,000	80.00	7.2
Mark Greise, Trustee of Crowther Family 2015 Irrevocable Trust (included in \$500,000 above)	30.00	2.7
Amir Asvadi, Trustee of the Asvadi Family Trust dated June 9, 1999 \$500,000	55.55	5.0
Ronal Franco, Trustee of the Ronald and Linda Franco 2006 Living Trust \$750,000	83.33	7.5
Gregory D. Cullen, Trustee of the Gregory D. Cullen Living Trust dated October 22, 2014 \$250,100	55.55	5.0
Shane Scott \$500,000	55.55	5.0
Paul Edalat	351.12	31.6

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Total Outstanding Shares:

1,111.10

100.0

3. At all relevant times, Bruce Cahill was Chief Executive Office and the sole director of Pharma Pak.
4. At all relevant times, Leslie Wood was the Chief Financial Officer of Pharma Pak.
5. Paul Edalat was never an officer or director of Pharma Pak Inc. and was never paid a salary by Pharma Pak Inc.
6. Olivia Karpinski was never an officer or director of Pharma Pak Inc.
7. Between June 2105 and January, 2016, Paul Edalat and Olivia Karpinski submitted requests for reimbursement to Pharma Pak with receipts attached, of which a total of \$11,030 was submitted for Karpinski expenses, and \$29,461 was submitted for Edalat Expenses. These reimbursement requests were paid by Pharma Pak. The receipts were genuine and the stated expenses were actually incurred. Plaintiffs contend Edalat and/or Karpinski did not incur these expenses doing work for Pharma Pak but rather for EFT Global Holdings, Inc. d/b/a Sentar Pharmaceuticals, and Edalat and Karpinski contend that these reimbursement were for authorized work justifying payment of them;
8. "CBDs" are a reference to the subject Cannabidiol which is a substance derived from hemp or marijuana. CBDs are not psychoactive.
9. THC or Tetrahydrocannabinol is derived from marijuana and is psychoactive.
10. "Transdermal patches" are skin patches which look like a large band aid. They are placed on the skin and deliver medicinal or other substances through the skin. An example is nicotine patches that deliver nicotine through the skin.
11. "Sublingual" means under the tongue and certain medications and other substances can be delivered into the blood stream by being placed under

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1 the tongue. From there the substance seeps through the thin membrane
2 over the veins lying just beneath.

3 12. At all relevant times, CBDs were legal to possess, however, a license
4 was and is required for the facility that inserts the CBDs into the patch.
5 A license was and is required to sell patches with CBDs.

6 13. Pharma Pak Inc. hired Ertan Aydinol to design machines to produce skin
7 patches to deliver CBDs.

8 14. Pharma Pak Inc. hired Dr. Ludwig Weimann to design skin patches for
9 delivery of CBDs.

10 15. Plaintiffs Exhibit 54 is the corporate authorization on which plaintiffs
11 relied in transferring the assets of Pharma Pak Inc. to Life Tech Global
12 LLC, along with corporate documents which are Plaintiffs Exhibits 77
13 and 130.

14 IT IS SO ORDERED.

15 Dated: July 24, 2017



16
17 Honorable Andrew J. Guilford
18 United States District Judge
19

20 MARKHAM & READ

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28 *Counsel on behalf of Plaintiffs Bruce Cahill, Greg Cullen, Ron Franco, Shane Scott, and Pharma Pak and Counterclaim Defendants Ertan Aydinol, Leslie Wood, Ludwig Weimann, and Life Tech Global, LLC*